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San Francisco, CA 94108
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*Attorneys for Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re:

PG&E CORPORATION,

- and -

**PACIFIC GAS AND ELECTRIC
COMPANY,**

Debtors.

- ☐ Affects PG&E Corporation
☐ Affects Pacific Gas and Electric Company
☒ Affects both Debtors

** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“PG&E Corp”) and Pacific Gas and Electric Company (the “Utility”, and together the “Debtors”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), and the lessor (the “Lessor”) of the real property listed in Exhibit A, hereby submit this stipulation (the “Stipulation”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “Bankruptcy Code”), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the “Petition Date”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “Bankruptcy Court”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “Extension”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “Leases”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “Extended Deadline”).

2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.

3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.

4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.

5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.

7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.

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New York, NY 10153-0119

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EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 10 / 2019

LESSOR

By: NMSBPCSLDRB, c/o [Signature]
Capacity: Attorneys for Lessor / Lessor / Partnership
Authorized Officer of Lessor
Signatory Name:

[Signature]
Signatory Address: Direct Mailbox Trustee of the General Fund
P.O. Box 2460
Sonoma, CA 95070

EXHIBIT A

Name of Lessor: NMSBPCSLDHB PARTNERSHIP

Property Address: 8 River Park Place East
Fresno, CA 93720

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767 Fifth Avenue
New York, NY 10153-0119

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EXECUTION PAGE

Dated: July 9, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim

Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 8 / 5 / 2019

LESSOR

By: Nathan Nishiguchi

Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:

Nathan Nishiguchi

Signatory Address:

601 Van Ness Ave. Suite 2000

San Francisco, CA 94107

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EXHIBIT A

Name of Lessor: OPERA PLAZA LIMITED PARTNERSHIP

Property Address: 601 Van Ness, Suite 2070
San Francisco, CA

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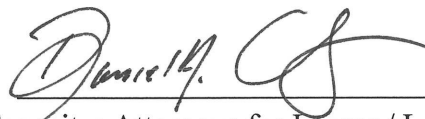
Dated: June 6, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: June / 19 / 2019

LESSOR

By: 
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

Daniel Cortee

Signatory Address:

555 Capitol Mall, Ste 900
Sacramento, CA 95814

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EXHIBIT A

Name of Lessor: PAC WEST OFFICE EQUITIES LP

Property Address: 202 Cousteau Place, Suite 150
Davis, CA 95618

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767 Fifth Avenue
New York, NY 10153-0119

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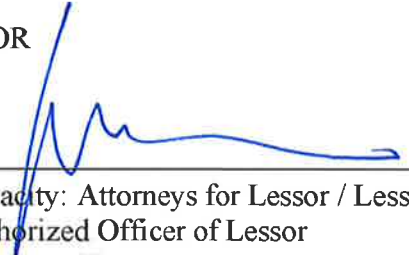
Dated: June 28, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: 6 / 1 / 2019

LESSOR

By: 
Capacity: Attorneys for Lessor / Lessor /
Authorized Officer of Lessor
Signatory Name:

ROB ROSSI / OWNER / MANAGER

Signatory Address:

PROMONTORY - SLO L.P.

750 PISMO ST. SAN LUIS OBISPO CA
93401

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New York, NY 10153-0119

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EXHIBIT A

Name of Lessor: Promontory – San Luis Obispo L.P.

Address: 406 Higuera Street
San Luis Obispo, CA 93401

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1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

4 3. No further consent of Lessor shall be required for the sole purpose of
5 granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to
6 the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
7 Code, including beyond the Extended Deadline.

8 4. Nothing contained in this Stipulation or any actions taken by the Debtors
9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
10 the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors'
11 rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any
12 particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases,
13 are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under
14 the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject,
15 and/or seek any other related relief with respect to any contract or lease; or (f) an alteration,
16 amendment, or other modification of the terms of the Leases.

17 5. This Stipulation may be executed in multiple counterparts, each of which
18 shall be deemed an original but all of which together shall constitute one and the same instrument.

19 6. The Debtors are authorized to take all actions necessary to effectuate the
20 relief granted pursuant to and in accordance with this Stipulation.

21 7. The terms and conditions of this Stipulation shall be immediately effective
22 and enforceable upon its entry.

23 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the
24 provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 9 / 2019

LESSOR

By: [Signature]
Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:

Larry Allbaugh

Signatory Address:

40 Buzz Dates Mgmt Srves
555 Capitol Mall, Ste 900
Sacramento, CA 95814

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EXHIBIT A

Name of Lessor: PW FUND B LP

Property Address: 8565 Morrison Creek Dr., Suite 100
Sacramento, CA 95828

1 WEIL, GOTSHAL & MANGES LLP
Stephen Karotkin (*pro hac vice*)
2 (stephen.karotkin@weil.com)
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6 New York, NY 10153-0119
Tel: 212 310 8000
7 Fax: 212 310 8007

8 KELLER & BENVENUTTI LLP
Tobias S. Keller (#151445)
9 (tkeller@kellerbenvenutti.com)
Jane Kim (#298192)
10 (jkim@kellerbenvenutti.com)
650 California Street, Suite 1900
11 San Francisco, CA 94108
Tel: 415 496 6723
12 Fax: 650 636 9251

13 *Attorneys for Debtors*
14 *and Debtors in Possession*

15 UNITED STATES BANKRUPTCY COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17 SAN FRANCISCO DIVISION

18
19 **In re:**

20 **PG&E CORPORATION,**

21 **- and -**

22 **PACIFIC GAS AND ELECTRIC**
23 **COMPANY,**

24 **Debtors.**

- 25 ☐ Affects PG&E Corporation
26 ☐ Affects Pacific Gas and Electric Company
27 ☒ Affects both Debtors

28 ** All papers shall be filed in the Lead Case,
No. 19-30088 (DM).*

Bankruptcy Case

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

**STIPULATION CONSENTING TO
EXTENSION OF DEADLINE TO
ASSUME OR REJECT CERTAIN
NONRESIDENTIAL REAL
PROPERTY LEASES PURSUANT
TO 11 U.S.C. § 365(d)(4)**

PG&E Corporation (“**PG&E Corp**”) and Pacific Gas and Electric Company (the “**Utility**”, and together the “**Debtors**”) as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), and the lessor (the “**Lessor**”) of the real property listed in **Exhibit A**, hereby submit this stipulation (the “**Stipulation**”) consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the “**Bankruptcy Code**”), and represent and agree as follows:

RECITALS

A. On January 29, 2019 (the “**Petition Date**”), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the “**Bankruptcy Court**”).

B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.

C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).

D. The Lessor agrees to provide the Debtors with such consent.

NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:

1. The Lessors consent to, and this Stipulation hereby constitutes “prior written consent of the lessor,” as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the “**Extension**”) to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the “**Leases**”), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the “**Extended Deadline**”).

1 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within
2 which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
3 including the Extended Deadline.

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9 pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to
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24 provisions of this Stipulation.

EXECUTION PAGE

Dated: June 24, 2019

WEIL, GOTSHAL & MANGES LLP
KELLER & BENVENUTTI LLP

By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors
and Debtors in Possession

Dated: July / 9 / 2019

LESSOR

By: [Signature]
Capacity: ~~Attorneys for Lessor / Lessor /~~
Authorized Officer of Lessor
Signatory Name:

Larry Allbaugh

Signatory Address:

40 Buzz Oates Mgmt Svcs
555 Capital Mall, Ste 900
Sacramento, CA 95814

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EXHIBIT A

Name of Lessor: PW FUND B LP

Property Address: 8651 Morrison Creek
Sacramento, CA 95828